

UW-Extension Service Agreement

By signing below, I am entering into this Agreement, which will become effective on the date indicated next to my signature.

BACKGROUND:

At its discretion, the University of Wisconsin - Extension UW Flexible Option ("UW Flexible Option") would like to provide certain educational services to me, including, but not limited to subscription periods and competencies sets and/or projects.

In order to enroll in a subscription period with UW Flexible Option and remain registered for a subscription period, UW Flexible Option requires that I pay in full the amount of any fees, tuition, and other miscellaneous charges incurred in connection with my attendance with UW Flexible Option, on the 11th day of each new enrolled subscription period.

UW Flexible Option will provide me with access to an on-line student portal ("my UWEX") account. Through my UWEX, among other things, I will be able to register for classes, access my grades and class schedule, view billing information, including amounts owed by me to UW Flexible Option and due date for such amounts, and view the status of any financial aid I may be entitled to receive.

I am being asked to sign this Agreement now so that, in the event that I am unable to pay the entire balance of tuition and fees by the payment due date for any subscription period, I understand UW Flexible Option will withdraw me from my current subscription period, competencies and/or projects and remove my access to D2L.

TERMS OF AGREEMENT

1. **My UWEX & Published Fees.** I agree to use my UWEX account to obtain the most accurate and current information regarding any amounts owed and payment due dates, to check that account on a regular basis, and to read the online published fee fact information sheet located at the Bursar's website. I agree to review and abide by the published information for tuition refund schedules prior to dropping or withdrawing from class after the start of a new subscription period.
2. **Withdrawal & Registration Hold.** I understand that my failure to pay any amounts assessed by UW Flexible Option, when due, may result in my registration for subscription period being cancelled without further advance notice and that registration and enrollment for future subscription periods may not be permitted unless my account balance is current.
3. **Restriction of Records.** I hereby authorize the UW Flexible Option Registrar to restrict the use of my records to prevent my registration and to withhold my transcripts in the event that I fail to timely comply with the payment obligations of this Agreement.

4. Financial Aid. I understand and agree that financial aid awarded to me will be credited to my student account and excess funds after all charges are paid will be refunded to me. I understand that if I receive any type of financial aid and then withdraw from UW Flexible Option or reduce my credit load, my financial aid eligibility may be recalculated. A percentage of the aid I received may be considered unearned and may have to be returned to the funding source and I will be billed for that amount and any outstanding educational benefit overpayment. At its discretion, UW Flexible Option may allow me to repay this amount in installments but I understand that I may be assessed finance charges on this balance until it is repaid in full. I also understand that a hold will be placed on my account barring me from services or transcripts from UW Flexible Option until my account is paid in full. A separate agreement is required to be signed by me, if I enroll in a payment plan due to default of payment.

I also understand that by signing this form, I agree to receive communications regarding my financial aid electronically. If I would like to receive my notifications from the Financial Aid Office in another format besides the one listed, I must notify that office in writing.

5. Changes to Terms. UW Flexible Option has the right to unilaterally make changes affecting the future terms of my account, including finance charges to be imposed, by mailing or emailing to me at my last known address notice of any such changes prior to their effective dates. Any such changes will only apply to future extensions of credit.
6. Term of Agreement. This Agreement is effective as of the date signed below and will continue to be in effect throughout my current subscription period. I will be asked to sign this Agreement each time I register for a new subscription period with UW Flexible Option.
7. Changes to Contact Information. I am responsible for keeping UW Flexible Option records up to date with my current physical addresses, email addresses, and phone numbers, or Social Security number in a timely manner.
8. Waiver of Notices, etc. I hereby expressly and severally waive by myself as the debtor, demand of payment, presentment for payment, notice of dishonor, notice of non-payment, and all other notices except those required by law, and I further agree that this agreement is controlled by the holding of Board of Regents of the University of Wisconsin System v. Mussallem 94 Wis.2d 657, 289 N.W. 2d 801 (1980), and that UW Flexible Option may, without notice to myself as the debtor, and without affecting the liability of myself as the debtor, renew and/or extend this agreement, accept partial payment thereon, or settle or compromise the amount due or owing.
9. Release of Information. I am hereby being given notice and give my consent, as may be required by law, (i) to allow UW Flexible Option, at its option, to report favorable and unfavorable credit information pertaining to myself (i.e., credit ratings, etc.) to credit bureaus and other non-campus third parties and, (ii) in the conduct of its credit granting and collection activities, to release my Social Security Number to non-campus third parties.
10. Collection Costs & Late Fees. In the event that I fail to timely comply with the payment obligations detailed in this Agreement, I further agree to pay all costs of collection incurred by UW Flexible Option including, but not limited to, collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorney fees and recording fees and to pay any late fees assessed by UW Flexible Option.

I also understand that UW Flexible Option may certify my past due balance to the Wisconsin Department of Revenue and make a claim for the total due against refunds, overpayments, lottery payments, or vendor payments owed me by the Department of Revenue or Department of Administration.

Marital Property Act. If I am married, I agree that any credit obligations incurred in connection with the Agreement will be incurred in the interest of my marriage or family. Further, I understand that no provision of a marital property agreement, a unilateral statement under *Wisconsin Statute §766.59*, or a court decree under *Wisconsin Statute §766.70* adversely affects the interest of UW Flexible Option as a creditor unless UW Flexible Option, prior to the time credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to UW Flexible Option is incurred. I understand that if I wish to have a marital property agreement, unilateral statement or court decree considered in connection with the extension of credit under this Agreement, that I will enclose a copy of it with this Agreement.

In order to comply with the provisions of the Wisconsin Marital Property Act, I understand that it is necessary for me to provide the below information so that notice of the extension of credit can be provided to my spouse in the event that I am married:

Marital Status: (check one)

Unmarried

Married

Legally Separated / Date of Decree _____

If Married, Spouse's Name and Address:

CONSENT TO AGREEMENT/ELECTRONIC SIGNATURE:

By checking "I ACCEPT" below, I hereby confirm that I have read the "electronic signature" terms and conditions, I am voluntarily entering into this electronic Term and Conditions of Enrollment/Credit Agreement" and I agree to the terms and conditions stated herein above. I hereby consent to the use of this electronic format and my electronic signature (by checking "I accept" below) to enter into this agreement with UW Flexible Option and understand the legal enforcement and consequences thereof.

I hereby confirm that I have read and understand the terms of this Agreement.

"I ACCEPT"

"I DO NOT ACCEPT" (*I will not be allowed to register with UW Flexible Option.*)